

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**AENERGY, S.A., and COMBINED CYCLE POWER  
PLANT SOYO, S.A.,**

Plaintiffs,

- v -

**REPUBLIC OF ANGOLA; MINISTRY OF ENERGY  
AND WATER OF THE REPUBLIC OF ANGOLA;  
MINISTRY OF FINANCE OF THE REPUBLIC OF  
ANGOLA; EMPRESA PUBLICA DE PRODUCAO DE  
ELECTRICIDADE, EP; and EMPRESA NACIONAL  
DE DISTRIBUICAO DE ELECTRICIDADE,**

Angola Defendants,

-and-

**GENERAL ELECTRIC COMPANY; GENERAL  
ELECTRIC INTERNATIONAL, INC.; and GE  
CAPITAL EFS FINANCING, INC.**

GE Defendants.  
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Civil Action No.  
1:20-cv-03569-AJN

**SUPPLEMENT TO DECLARATION OF HENRIQUE ABECASIS IN SUPPORT  
OF THE ANGOLA DEFENDANTS' MOTION TO DISMISS [D.E. 59]**

Henrique Abecasis declares under penalty of perjury, under the laws of the United States, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I have reviewed the Plaintiffs' Memorandum of Law in Opposition to Defendants' Motion to Dismiss [D.E. 97].

2. I provide this Supplemental Declaration for the purpose of clarifying two paragraphs of my Declaration in Support of the Angola Defendants' Motion to Dismiss [D.E. 59] (the "Declaration") and to supplement the statements therein as follows:

6.

3. English is not my primary language.

4. Paragraph 20 of the Declaration states:

“Likewise, the Plaintiff has initiated a separate appeal of the termination of the power plant contracts. A true and correct copy of a translation of that appeal is attached as Exhibit 26. In that appeal, Aenergy complains that the termination of the power plant contracts qualified as an unlawful act which must be annulled in addition to requesting payment of compensation to Aenergy. *See id.*, at ¶¶ 239, 256-257, 658-661 and petition (at the end).

*See Declaration*, ¶ 20.

5. I wish to clarify paragraph 20 of the Declaration as follows:

Likewise, the Plaintiff has initiated a separate appeal of the termination of the power plant contracts. A true and correct copy of a translation of that appeal is attached as Exhibit 26. In that appeal, Aenergy alleged that MINEA harmed Aenergy by terminating the power plant contracts, and that as a result MINEA has the duty to pay compensation and indemnity to Aenergy. *See id.*, at ¶¶ 239, 256-257, 658-661 and petition (at the end). Although specifically mentioning its purported right to compensation, Aenergy did not request payment of compensation in the appeal.

6. Paragraph 21 of the Declaration states:

“Other than me, all of the individuals with knowledge of the underlying facts giving rise to the judicial proceedings referenced in this declaration, as well as this New York litigation, reside in Angola, and all of their documents are maintained in Angola.”

*See Declaration*, ¶ 21.

7. I wish to clarify paragraph 21 of the Declaration as follows:

Other than me, all of the individuals related to the Angolan Defendants with knowledge of the underlying facts giving rise to the judicial proceedings referenced in this declaration, as well as this New York litigation, and all of their documents, are located in Angola. Furthermore, all of the Angolan Plaintiffs' documents should normally be located in Angola and should be available in Angola as a matter of Angolan law.



8. The Angolan Defendants have not executed any agreement with the GE Defendants for completion of the work required by Plaintiffs under the 15 power plant contracts between Plaintiffs and the Angolan Defendants.

9. I have reviewed Plaintiffs' website – [www.aenergy.com](http://www.aenergy.com), a screenshot of which is attached hereto as Exhibit A.

Executed on this 2nd day of December, 2020.



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Henrique Abecasis